

1 BILL NO. S-84-05-15

2 SPECIAL ORDINANCE NO. S-

61-84

3 AN ORDINANCE approving a Sanitary
4 Sewer Connection Agreement between
5 John H. Shelton and the City of
6 Fort Wayne, Indiana, in connection
7 with the Board of Public Works.

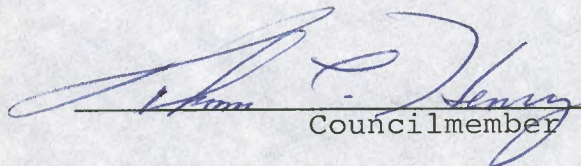
8 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
9 THE CITY OF FORT WAYNE, INDIANA:

10 SECTION 1. That the Agreement by and between John H.
11 Shelton and the City of Fort Wayne, Indiana, in connection with
12 the Board of Public Works, for:

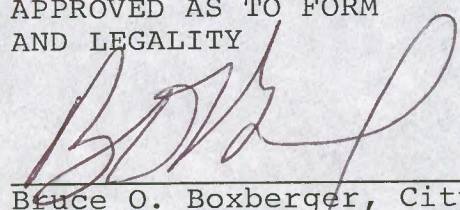
13 This Sanitary Sewer Agreement between
14 John H. Shelton and the City will serve
15 the following property: Part of the
16 Southeast Quarter of Section 35, Town-
17 ship 31 North, Range 13 East, Allen
18 County, Indiana, all of which land lies
19 South of the Shordon Road, East of the
20 Landin Road and North of the land now
21 or formerly owned by Arthur G. Herman
22 as described by Document Number 76-24672
23 in the Allen County Recorder's Office,
24 containing 33.11 acres, more or less;

25 no cost to the City is involved in this Agreement, all as more
26 particularly set forth in the Agreement and which is on file
27 with the Office of the Board of Public Works and is by reference
28 incorporated herein, made a part hereof and is hereby in all
29 things ratified, confirmed and approved.

30 SECTION 2. That this Ordinance shall be in full force
31 and effect from and after its passage and any and all necessary
32 approval by the Mayor.

33 
Councilmember

34 APPROVED AS TO FORM
35 AND LEGALITY

36 
37 Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Henry, seconded by Stew, and duly adopted, read the second time by title and referred to the Committee City Duties (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____.M.,E.S.

DATE: 5-15-84

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Stew, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 5-22-84

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. S-61-84
on the 22nd day of May, 1984,

ATTEST: Sandra E. Kennedy

(SEAL) Ray A. Ebert

SANDRA E. KENNEDY, CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd day of May, 1984, at the hour of 11:30 o'clock A..M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 23rd day of May, 1984, at the hour of 3 o'clock P..M.,E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

SANITARY SEWER CONNECTION AGREEMENT

THIS AGREEMENT between JOHN H. SHELTON, hereinafter referred to as "Owner", and CITY OF FORT WAYNE, hereinafter referred to as "City",

W I T N E S S E T H :

WHEREAS, the City of Fort Wayne has extended its sanitary sewer lines to the Long Road, immediately north of the Shordon Road, in Allen County, Indiana; and

WHEREAS, Owner is the owner of land located south of the Shordon Road, and desires to construct a private, pressurized sewage line from his property to the sanitary sewer located on the Shordon Road, as shown on the attached Exhibit "A", certified by William C. Baer, P.E. which will serve the following property:

Part of the Southeast Quarter of Section 35, Township 31 North, Range 13 East, Allen County, Indiana, all of which land lies South of the Shordon Road, East of the Landin Road and North of the land now or formerly owned by Arthur G. Herman as described by Document Number 76-24672 in the Allen County Recorder's Office, containing 33.11 acres, more or less;

WHEREAS, City has granted a permit to Owner for the connection of said private sanitary sewer line to the public sanitary sewer line constructed and maintained by City to serve no more than four (4) residences which will produce an approximate flow of 1600 G.P.D. when in full use;

NOW, THEREFORE, it is hereby agreed as follows:

1. That the installation of the private sewer line running West along the Shordon Road, then North along the Long Road to the city main line (15") located South of Shordon Estates on Long Road, as above set forth, is a private sewer line and only for the use of the above described facilities of said party, and is subject to the rules and regulations of the City governing private sewer connections to the City Utilities for such service. Owner agrees to pay any applicable area connection fee pursuant to Resolution #73-72-2. This fee is calculated at a rate of \$700/acre and is

based on the area actually occupied as a residence. By way of example only, should Owner's residence occupy .8 acres, then a fee of \$560 would be paid upon connection with the public sewer line. It is understood that at the present time the facilities of Owner are located outside the city limits. In the event the City's sewer system is extended adjacent to the facilities of Owner, Owner agrees to waive any right to remonstrate against any such extension of said facilities and/or the assessment of any charges against their properties as determined by the Board of Public Works of the City as provided by law, and agree to disconnect said facilities from the present proposed temporary sewer line and reconnect at Owner's cost into such adjacent City sewer as may be constructed and pay such share of the construction costs of such adjacent City sewer as may be established against their facilities and property. It is understood that Owners' private line will serve no more than four (4) residences which will produce an approximate flowage of 1600 G.P.D. when in full use.

2. CONSTRUCTION OF SEWER

Owner shall cause said sewer to be constructed and located in accordance with said plans, specifications and profiles all approved by City under private contract to be let within sixty (60) days after requisite City approval.

All work and materials shall be subject to inspection by City and the right of City to halt construction if there shall be noncompliance therewith. City shall accept sewage therefrom subject to such sewage service charges as may now or hereafter be regularly established by City, and all further maintenance of the private line and pump shall be borne by Owner.

3. COST OF CONSTRUCTION

Owner agrees to pay the entire cost and expense of construction of said sewer, including City engineering and inspection fees, and to hold City harmless from any liability for claims connected therewith.

4. AREA OF OWNER

Said sewer when accepted by the City will serve the following described real estate:

Part of the Southeast Quarter of Section 35, Township 31 North, Range 13 East, Allen County, Indiana, all of which land lies South of the Shordon Road, East of the Landin Road and North of the land now or formerly owned by Arthur G. Herman as described by Document Number 76-24672 in the Allen County Recorder's Office, containing 33.11 acres, more or less.

It is understood that owners' private line will serve no more than four (4) residences which will produce an approximate flowage of 1600 G.P.D. when in full use.

5. As Owner will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above-described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by City for connections to City sewer mains and treatment of sewage therefrom.

6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste in accordance with City Municipal Code.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

Owner for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory

now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

8. Owner further agrees that any deeds, contracts, or other instruments of conveyance made by Owner its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article which provisions shall run with the land and the acceptance of the delivery of any such instruments from Owner, his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.

Owner further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided.

9. Any owner or owners of land which is now, or hereafter located outside the corporate limits of City who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said sewer. (I.C. 36-9-22-2, as added by Acts 1981, P.L., 309, 395).

10. Owner, his successors, heirs and assigns, hereby agree that City shall be held harmless from all damages, costs, expenses and losses of Owner, his heirs, successors and assigns which may result from the failure of the private sewer line constructed by Owner, or the use, operation or construction of the pump which is a part of the private sewer line constructed by Owner. It is understood and agreed that Owner shall make said hold harmless agreement a part of any deed or conveyance which shall run with the land and shall be binding upon all of those persons who are, or may be, users of the

private sewer line constructed by Owner.

11. Owner, and his successors, heirs and assigns further agree that at such time as City constructs a main sanitary sewer line which requires connection by Owner, and his successors, heirs and assigns, then Owner, his successors, heirs and assigns, agree to dedicate such portions of his or their property as may be required for a utility easement for the purpose of connecting, servicing and maintaining any main sanitary sewer line or the residential lines which connect with the main sanitary sewer line of City. This Agreement shall be contained in further conveyances of Owner, and shall run with the land.

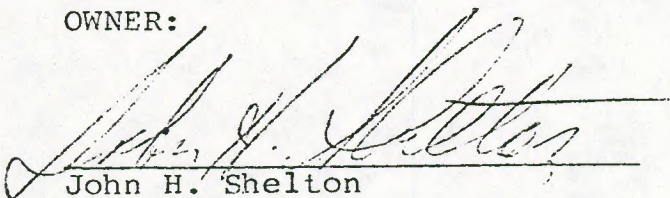
12. This Agreement shall be binding on the parties hereto its successors and assigns as the Owners, its successors and interest to the real estate subject to the terms of this Agreement.

13. It is understood and agreed that this contract is in all respects subject to approval by Common Council of the City, by duly appointed Ordinance and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

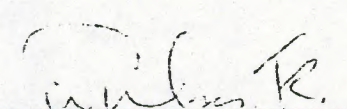
IN WITNESS WHEREOF, the parties have subscribed to this Agreement this 1st day of May, 1984.

OWNER:

CITY:



John H. Shelton

BY:


Win Moses, Jr., Mayor

BOARD OF PUBLIC WORKS

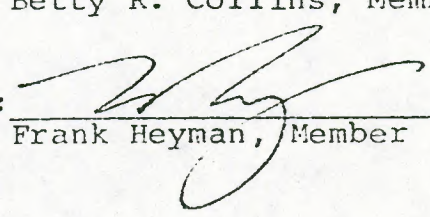
BY:


David J. Kiester, Chairman

BY:

Betty R. Collins, Member

BY:


Frank Heyman, Member

BILL NO. S-84-05-15

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN
ORDINANCE approving a Sanitary Sewer Connection Agreement between
John H. Shelton and the City of Fort Wayne, Indiana, in connection
with the Board of Public Works

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

THOMAS C. HENRY, CHAIRMAN

MARK E. GIAQUINTA, VICE CHAIRMAN

CHARLES B. REDD

JAMES S. STIER

DONALD J. SCHMIDT

CONCURRED IN 5-22-84

SANDRA E. KENNEDY, CITY CLERK

TITLE OF ORDINANCE Sanitary Sewer Connection Agreement between John H. Shelton & City

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

S-84-05-15

SYNOPSIS OF ORDINANCE This Sanitary Sewer Agreement between John H. Shelton & City

will serve the following property: Part of the Southeast Quarter of Section 35, Township 31 North, Range 13 East, Allen County, Indiana, all of which land lies South of the Shordon Road, East of the Landin Road and North of the land now or formerly owned by Arthur G. Herman as described by Document Number 76-24672 in the Allen County Recorder Office, containing 33.11 acres, more or less.

EFFECT OF PASSAGE Owner, John H. Shelton, to construct a private, pressurized sewage line from his property to the sanitary sewer located on the Shordon Road.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) No Cost to City

ASSIGNED TO COMMITTEE